

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**COSTAR REALTY INFORMATION,  
INC., et al.**

\*

\*

**Plaintiffs**

\*

**Case No.: DKC-08-2792**

**v.**

\*

**ADS CONSTRUCTION, et al.**

\*

**Defendants**

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

\*

***ANSWER***

Defendants, ADS Construction (“ADS”) and Polimeni International, LLC (“Polimeni”), by its undersigned counsel, files this Answer to the Complaint filed by the Plaintiffs, and in support thereof state:

***GENERAL DENIAL***

Defendants generally deny that they have committed any improper acts as alleged in the Complaint or that they are liable to the Plaintiffs as alleged in the Complaint or otherwise.

***SPECIFIC RESPONSES***

1. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 of the Complaint. Accordingly, such allegations are denied.

2. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 of the Complaint. Accordingly, such allegations are denied.

3. ADS is merely a tradename for Angelo D'Amato & Sons Construction Corp. which is a New York corporation whose principal place of business is 207-03 Estates Drive, Bayside, New York 11360.

4. Defendants admit the allegations in Paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint includes legal assertions to which no response is required. To the extent a response is required, such legal assertions are denied.

6. Paragraph 6 of the Complaint includes legal assertions to which no response is required. To the extent a response is required, such legal assertions are denied.

7. Paragraph 7 of the Complaint includes legal assertions to which no response is required. To the extent a response is required, such legal assertions are denied.

8. Paragraph 8 of the Complaint includes legal assertions to which no response is required. To the extent a response is required, such legal assertions are denied.

9. Paragraph 9 of the Complaint includes legal assertions to which no response is required. To the extent a response is required, such legal assertions are denied.

10. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 of the Complaint. Accordingly, such allegations are denied.

11. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint. Accordingly, such allegations are denied.

12. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint. Accordingly, such allegations are denied.

13. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint. Accordingly, such allegations are denied.

14. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14 of the Complaint. Accordingly, such allegations are denied.

15. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 of the Complaint. Accordingly, such allegations are denied.

16. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 of the Complaint. Accordingly, such allegations are denied.

17. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 of the Complaint. Accordingly, such allegations are denied.

18. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 of the Complaint. Accordingly, such allegations are denied.

19. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 of the Complaint. Accordingly, such allegations are denied.

20. Polimeni denies the allegations in Paragraph 20 of the Complaint. ADS is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 of the Complaint.

21. Polimeni denies the allegations in Paragraph 21 of the Complaint. ADS is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 of the Complaint.

22. Polimeni denies the allegations in Paragraph 22 of the complaint. ADS is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 of the Complaint.

23. ADS admits that entered into an agreement to subscribe to a CoStar product. The terms of the agreement are in writing and speak for themselves. ADS denies the remaining allegations in Paragraph 23 of the Complaint. Polimeni is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 of the Complaint.

24. The terms of the agreement between CoStar and ADS are in writing and speak for themselves. Defendants deny any allegation or inference raised in Paragraph 24 of the Complaint that is inconsistent with the terms of the agreement.

25. Defendants deny the allegations in Paragraph 25 of the Complaint.

26. Defendants deny the allegations in Paragraph 26 of the Complaint.

27. Defendants incorporate by reference their responses to the allegations in Paragraphs 1 through 27 above.

28. Paragraph 28 of the Complaint includes legal assertions to which no response is required. To the extent a response is required, such legal assertions are denied.

29. Defendants deny the allegations in Paragraph 29 of the Complaint.

30. Defendants deny the allegations in Paragraph 30 of the Complaint.

31. Defendants incorporate by reference their responses to the allegations in Paragraphs 1 through 27 above.

32. Paragraph 32 of the Complaint includes legal assertions to which no response is required. To the extent a response is required, such legal assertions are denied.

33. Defendants deny the allegations in Paragraph 33 of the Complaint.

34. Defendants deny the allegations in Paragraph 34 of the Complaint.

35. Defendants incorporate by reference their responses to the allegations in Paragraphs 1 through 27 above.

36. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36 of the Complaint. Accordingly, such allegations are denied.

37. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37 of the Complaint. Accordingly, such allegations are denied.

38. Defendants deny the allegations in Paragraph 38 of the Complaint.

39. Defendants deny the allegations in Paragraph 39 of the Complaint.

40. Defendants deny the allegations in Paragraph 40 of the Complaint.

41. Defendants deny the allegations in Paragraph 41 of the Complaint.

42. Defendants deny the allegations in Paragraph 42 of the Complaint.

43. Defendants incorporate by reference their responses to the allegations in Paragraphs 1 through 27 above.

44. Defendants deny the allegations in Paragraph 44 of the Complaint.

45. Defendants deny the allegations in Paragraph 45 of the Complaint.

46. Defendants deny the allegations in Paragraph 46 of the Complaint.

47. Defendants deny the allegations in Paragraph 47 of the Complaint.

48. Defendants deny the allegations in Paragraph 48 of the Complaint.

49. Defendants deny the allegations in Paragraph 49 of the Complaint.

50. Defendants deny the allegations in Paragraph 50 of the Complaint.

51. Defendants deny the allegations in Paragraph 51 of the Complaint.

52. Defendants deny the allegations in Paragraph 52 of the Complaint.

53. Defendants incorporate by reference their responses to the allegations in Paragraphs 1 through 27 above.

54. Paragraph 54 of the Complaint includes legal assertions to which no response is required. To the extent a response is required, such legal assertions are denied.

55. Defendants deny the allegations in Paragraph 55 of the Complaint.

56. Defendants deny the allegations in Paragraph 56 of the Complaint.

57. Defendants deny the allegations in Paragraph 57 of the Complaint.

#### ***FIRST AFFIRMATIVE DEFENSES***

The Complaint fails to set forth a claim against the Defendants upon which relief can be granted.

#### ***SECOND AFFIRMATIVE DEFENSE***

CoStar's claims are barred by accord and satisfaction.

#### ***THIRD AFFIRMATIVE DEFENSE***

CoStar's claims are barred by the doctrine of estoppel.

***FOURTH AFFIRMATIVE DEFENSE***

CoStar's claims are barred by the doctrine of laches.

***FIFTH AFFIRMATIVE DEFENSE***

CoStar's claims are barred by the doctrine of license.

***SIXTH AFFIRMATIVE DEFENSE***

CoStar's claims are barred by the doctrine of payment.

***SEVENTH AFFIRMATIVE DEFENSE***

CoStar's claims are barred by the doctrine of waiver.

***EIGHTH AFFIRMATIVE DEFENSE***

CoStar's claims are barred to the extent that they have failed to mitigate their damages.

***NINTH AFFIRMATIVE DEFENSE***

Defendants will demand strict proof of CoStar's ownership of all copyrights and other rights it is alleged to have infringed.

Respectfully submitted,

/s/

---

Steven E. Tiller, Bar No.: 11085  
Whiteford, Taylor & Preston, LLP  
Seven Saint Paul Street  
Baltimore, Maryland 21202-1636  
(410) 347-8700

*Attorney for Defendants  
ADS Construction and  
Polimeni International, Inc.*

***CERTIFICATE OF SERVICE***

I HEREBY CERTIFY that on this 11<sup>th</sup> day of December, 2008 a copy of the foregoing Answer was filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to:

Shari Ross Lahlou, Esquire  
William J. Sauers, Esquire  
Crowell & Moring LLP  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

*Attorneys for Plaintiffs  
CoStar Realty Information, Inc.  
and CoStar Group, Inc.*

\_\_\_\_\_/s/  
Steven E. Tiller